

personal co-operation, advice and aid in the management of the business. The death of any one partner necessarily puts an end to such aid and co-operation. If, therefore, the partnership were not put an end to by the death of any one of the partners, one of two things must follow: either that the whole business of the partnership must be carried on by the surviving partners exclusively, at the hazard of the estate and interests of the deceased partners, or else, that the personal representative of the deceased, *totoies quoties*, who may be a stranger, wholly unfit for, and unacquainted with the business, must be admitted into the management. The law will not force either of these alternatives upon the parties, but it presumes, in the absence of all contrary stipulations, that by a tacit consent, death is to dissolve the partnership, because it dissolves the power of a personal choice, confidence, and management of the concern."

In *Crawshay vs. Maule*, 1 *Swans*, 508, Lord Eldon said, "The doctrine that death ends a partnership, has been called unreasonable. Much remains to be considered before this objection can be approved. If men will enter into a partnership, as into a marriage, for better and for worse, they must abide by it; but if they enter into it without saying how long it shall endure, they are understood to take that course in the expectation, that circumstances may arise from which a dissolution will be the only means of saving them from ruin; and considering what persons death may introduce into a partnership, there is strong reason for saying that such should be its effect. Is the surviving partner to receive into the partnership, at all hazards, the executor or administrator of the deceased, his next of kin, or possibly a creditor, taking administration?" And the Supreme Court have declared in *Scholefield vs. Eichelberger*, 7 *Pet.* 594, "that although the liability of a deceased partner, as well as his interest in the profit of a concern, may, by contract, be extended beyond his death; yet, without such stipulation, death dissolves the concern." The same doctrine is announced in *Vullimay vs. Noble*, 3 *Mer.* 614; *Crawford vs. Hamilton*, 3 *Mer.* 136; *Gratz vs. Bayard*, 11 *S. & Raw.*, 41; *Dyer vs.*